

CHALLENGER ENTRY FORM AND WAIVER OF LIABILITY

YOU MUST BRING THIS FORM WITH YOU COMPLETED AND SIGNED ON YOUR SELECTED CHALLENGE DATE.

SELECTED VENUE (please circle one): **DARLINGHURST** | **BALMAIN**

First Name: _____ Last Name: _____

Date of Birth: ____/____/____ (DD/MM/YYYY)

Unit/Apartment: _____ Street Number: _____ Street Name: _____

City/Town/Suburb: _____ State: _____ Post Code: _____

Mobile Number: _____ Landline Number: _____

Email Address: _____

EMERGENCY CONTACT / NEXT OF KIN DETAILS

Full Name: _____ Relationship: _____

Mobile Number: _____ Landline Number: _____

Email: _____

I hereby release, indemnify and hold harmless Shiv Enterprises Holdings Pty Ltd T/A (The Colonial British Indian Cuisine™) trustees, employees, agents and assigns from any and all liability, damage, claim of any nature whatsoever arising out of or in any way related to my/participating in this Hot Curry Challenge. Participating in any activity is an acceptance of some risk of injury. I agree that my safety is primarily dependent upon my taking proper care of myself. I assume all risks related to the activities. In case of an emergency, I do hereby authorise and consent to any medical treatment or care deemed advisable.

I have read and agree to comply with the rules and regulations of The Hot Curry Challenge. My signature below indicates that I have read, understand and have freely signed this agreement. I expressly agree that this agreement shall be construed and enforced in accordance with Australian laws.

Full Name of Entrant: _____ Date: ____/____/____

Signature: _____

Witnessed By:

Full Name of Witness: _____ Date: ____/____/____

Contact Number: _____

Email Address: _____

Signature: _____

OFFICE USE ONLY

ID SIGHTED

THE COLONIAL “HOT CURRY CHALLENGE”

1. RULES & WAIVER OF LIABILITY Challenge is open to all Australian residents 18 years or older. Employees of Shiv Enterprises Holdings Pty Ltd T/A (The Colonial British Indian Cuisine™) are not eligible to enter. Herein we refer to / interpret as; RGC Restaurants Pty Ltd T/A The Colonial Restaurants as “The Colonial” and Hot Curry, Meal, Dish, Bowl, Main Course, Food as “Hot Curry”

2. TO ENTER: CAREFULLY READ THESE OFFICIAL CHALLENGE RULES AND ENTRY FORM FOR THE COLONIAL HOT CURRY CHALLENGE

INCLUDING THE ELIGIBILITY REQUIREMENTS AND WAIVER OF LIABILITY PROVISIONS. Complete and sign this document. All entry forms, videos and photos arising from, or in conjunction with the challenge become the property of Shiv Enterprises Holdings Pty Ltd T/A (The Colonial British Indian Cuisine™).

3. CHALLENGE RULES:

- a) All validated contestants will have one entry and twenty (20) minutes to consume, in full, a standard main course sized serve of exclusive Hot (Chili and Spicy) Curry prepared by The Colonial Restaurants.
- b) Entry is made by booking in advance a table at either restaurant location on a Monday, Tuesday or Wednesday (excluding public holidays or days where the restaurant may be closed for any planned or unplanned reason).
- c) Entries are available at the following restaurant locations;
 - 1) The Colonial Restaurant (71-73 Stanley Street, Darlinghurst) **5pm to 10pm on Monday, Tuesday, Wednesday**
 - 2) The Colonial Restaurant (237 Darling Street, Balmain) **5pm to 10pm on Monday, Tuesday, Wednesday**
- d) Contestants must remain seated during the challenge from the time it commences for twenty (20) minutes and then a further five (5) minutes after the meal is consumed in full.
- e) Lip balm, napkins, bathroom/toilet breaks, drinks, gloves, breads or otherwise will not be permitted during the challenge.
- f) Only one stainless steel (metal) spoon or fork or knife will be provided; at the choice of the contestant.
- g) The Colonial reserves the right to disqualify any contestant it deems unfit to participate without explanation. Their decision is final and will not be negotiated.
- h) A contestant must completely eat the Hot Curry in full leaving nothing behind but mere smudges of the remains of the Hot Curry.
- i) A contestant must wait for the starting signal to begin eating and may not touch the Hot Curry prior to the starting signal.
- j) A contestant must stop eating and must promptly place their hands down on the table or at their side at the twenty (20) minute mark deemed by the stop watch.
- k) A contestant may not put any additional Hot Curry in their mouth after the ending signal, but will be allowed 15 seconds to swallow any food already in their mouth. If a contestant regurgitates, he or she will be disqualified.
- l) Judges will be on hand to assure adherence to contest rules and to disqualify a contestant who fails to adhere to the rules.

Grounds for disqualification include:

 - 1) False or incomplete entry form or liability waiver
 - 2) Any health risks that could jeopardize the contestant’s health or well being
 - 3) Under the influence of any substance
 - 4) Appearance is deemed inappropriate by The Colonial staff
 - 5) Starting prior to the start signal
 - 6) Continuing to eat after the ending signal
 - 7) Failure to completely eating the hot curry in full
 - 8) Regurgitating
- m) If you are disqualified or do not complete the challenge, the Hot Curry will be charged at the full price and will be payable to The Colonial Restaurants as part of your lunch or dining bill at the end of your challenge or at time of departure.
- n) Winners will be determined by:
 - 1) Eating the entire bowl of Hot Curry served to them in the allotted twenty (20) minute timeframe.
 - 2) Remaining seated for an additional five (5) minutes after the ending signal is announced.

4. PRIZE AWARDS:

Prizes will be awarded as follows; the contestant who eats the entire bowl of Hot Curry within the allotted time of twenty (20) minutes will receive:

- a) The Hot Curry will be supplied free of charge
- b) A drink (glass of wine, bottle of beer or glass of soft drink, juice or bottled water and/or glass of full cream milk) will be supplied free of charge after the challenge has concluded and upon being announced as a winner
- c) The Colonial Restaurant Prize Pack including;
 - a. \$20 next visit voucher
 - b. Editorial to be posted via The Colonial Restaurants digital and print mediums including social platforms
- d) Bragging rights as the 'The Colonial Hot Curry Challenge Winner'
- e) All participants agree to the use of photos, videos, editorials and their name, voice, likeness, and city/town/village for advertising or trade purposes and to cooperate reasonably in any effort to promote or publicise The Colonial Hot Curry Challenge.
- f) Apart from the prizes associated with being selected as a winner, The Colonial Restaurants shall not be obligated to compensate you in any way for such publicity.

5. ACKNOWLEDGEMENT OF RISKS AND WAIVER OF LIABILITY:

Contestant acknowledges that there are risks of personal injury, illness and possible loss of life, and risks of damage to or loss of personal property, which may result from participating in this challenge. Contestant voluntarily enters The Colonial Restaurants Hot Curry Challenge and assumes all of these risks. Contestant, as a condition of entry, agrees to indemnify, defend and hold harmless Shiv Enterprises Holdings Pty Ltd T/A (The Colonial British Indian Cuisine™) and affiliated companies, their vendors, their advertising, promotion and public relations agencies, cosponsoring companies and their affiliates and agencies, and all officers, directors, employees and agents of the aforesaid entities, from any and all claims and costs, including attorneys' fees, relating to, arising from or in connection with participation in this challenge or the receipt or use of any prize. In so doing, contestant releases and indemnifies the aforesaid entities and individuals from liability for injuries or damages of any kind arising from or in connection with participation in this challenge or the receipt or use of any prize. In no event shall Shiv Enterprises Holdings Pty Ltd T/A (The Colonial British Indian Cuisine™) be liable to a contestant for acts or omissions arising out of or related to the challenge or that Contestant's participation in the challenge.

6. FINAL AUTHORITY:

Shiv Enterprises Holdings Pty Ltd T/A (The Colonial British Indian Cuisine™) has sole and complete discretion regarding all challenge related matters. All decisions regarding disqualification of a contestant(s) or winner(s) shall be subject to the sole and complete discretion of Shiv Enterprises Holdings Pty Ltd T/A (The Colonial British Indian Cuisine™). You can be disqualified for any reason at any time.

7. CERTIFICATION AND SIGNATURE:

I certify that the information provided is correct and that I have carefully read, understand and accept the terms of The Colonial Restaurant Hot Curry Challenge Official Contest Rules and Entry Form. My signature indicates my understanding and assumption of the risks and my voluntary participation in this challenge.

8. WAIVER OF LIABILITY/PERMISSION/MEDICAL RELEASE FORM

This form is necessary for any contestant of The Colonial Restaurant Hot Curry Challenge. You will not be allowed to participate without this form completely filled out and signed before the day of challenge.

THIS FORM MUST BE COMPLETED AND SIGNED BY ENTRANT AND A WINTNESS PRIOR TO THE DAY THE CHALLENGE TAKES PLACE. YOU MUST BRING A COMPLETED FORM WITH YOU ON THE DAY.